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1-2024



GENERAL  
TERMS  
AND  
CONDITIONS

# GENERAL TERMS AND CONDITIONS

The company **AVANT CAR d.o.o.** rents vehicles under the terms and conditions which form an integral part of the present Lease Agreement. The Lessee states that he was acquainted with these general terms and conditions prior to conclusion of the Lease Agreement that he understands, acknowledges and agrees with them, which he/she confirms by their signature.

## 1. DEFINITION OF PARTIES

**The Lessor** is the company AVANT CAR d.o.o., with its registered office in Ljubljana, Dunajska cesta 140, to wit, all of the company's branch offices.

**The Lessee** is:

- a.) a natural person who signs and/or prolongs the present Lease Agreement;
- b.) a legal entity, to wit, a legal representative of the legal entity or a person vested with powers by the legal representative of the legal entity to sign and/or prolong the present Lease Agreement;
- c.) a driver (as far as he/she is not the signatory of the present Lease Agreement) and any additional driver, to wit, any person who is authorised to operate the vehicle under the present Lease Agreement; the term additional driver applies mutatis mutandis to any third party who is not authorised to operate vehicles under the present Lease Agreement, but irrespective of the aforementioned, he/she at the discretion of the Lessee or by the fault thereof, operates the vehicle without the Lessor's knowledge.

The Lessee, to wit, the signatory of the present Lease Agreement, the driver and all additional drivers guarantee severally for all obligations and responsibilities including all the payments under the present Lease Agreement. The Lessee, to wit, the signatory of the present Lease Agreement guarantees with his/her signature that all drivers of the leased vehicle under the present Lease Agreement are informed of the aforementioned guarantee which they unconditionally and explicitly agree with.

## 2. AUTHORISED OPERATING OF THE VEHICLE:

The Lessee is bound by and acknowledges the following:

THE ONLY PERSONS WHO ARE ALLOWED TO DRIVE THE LEASED VEHICLE ARE:

- a.) those of the age over 21 who have held a valid driving licence for at least two years and who comply with other eventual conditions in effect of the insurance company; an exception to the said condition are the persons of the age of 18 and over who have held a valid driving licence for less than two years if they make an additional participation payment as to the price list in effect as "a young driver" under the current legislation and in accordance with common practice;
- b.) those who have been authorised under the present Lease Agreement to operate the vehicle; and
- c.) those who acknowledge not only the provisions of the present Lease Agreement and the lease terms and conditions but, above all, the responsibility for liabilities; if those persons fail to confirm their familiarization with the said content by a hand-written signature, this is expressly and unconditionally guaranteed by the signatory of the present Lease Agreement.

The Lessee fully guarantees that all above-stated conditions are met cumulatively.

## 3. THE LESSEE SHALL NOT USE THE LEASED VEHICLE:

- a.) for commercial transport of passengers or goods, such as taxi service or any other transport of passengers and goods;
- b.) to take part in any sport or other contest and vehicle test;
- c.) to perform driving school activities or any other way of teaching motor vehicle driving;
- d.) to propel or tow any vehicle or any other object;
- e.) to sub-rent or enable the use of the vehicle to a third party not indicated in compliance with the present Lease Agreement; the aforesaid provision does not apply to the lessees running rent-a-car activities, which the Lessor is acquainted with at the time of signing the present Lease Agreement;
- f.) if the driver is under the influence of alcohol, drugs or narcotics, tranquillising medicaments, hypnotic drugs and other medicines, to wit, other psycho-active substances for which it is known that after their consumption it is recommended not to or forbidden to drive;
- g.) if the vehicle is, contrary to the technical documentation of the manufacturer, overloaded with passengers, luggage or goods, or incorrectly loaded, to wit, loaded contrary to the applicable regulations;
- h.) if the vehicle is not in operating condition or its technical roadworthiness is called into question which is known or should be known to the Lessee in the light of the regulatory and internal provisions regarding technical roadworthiness of the vehicle;
- i.) if within the prolonged lease period the vehicle registration or insurance has expired and the Lessor calls upon the Lessee to return the leased vehicle before the expiry;
- j.) off the regional roads classes I, II and III;
- k.) contrary to the road traffic regulations (on forest roads and field roads, unpaved roads, roads with holes or stony macadam roads, and similar roads);
- l.) without observing driving frameworks permitted by driving conditions;
- m.) for illegal purposes (such as customs offences);
- n.) for transport of inflammable or hazardous substances, and
- o.) for any other purposes which are contrary to the signed Lease Agreement, the present lease terms and conditions or regulations in force, as well as for other purposes which could in any way threaten or infringe the Lessor's vehicle ownership rights.

For any conduct contrary to the said provisions the Lessee is liable to payment of compensation to the Lessor who may, at his discretion, in addition to the claim for assessed damages and loss of profit, invoke against the Lessee an early termination of the present Lease Agreement including all consequences, including immediate repossession of the vehicle by the Lessor. Loss of profit is calculated at the amount of daily rental price in accordance with the regular price list (REG price list in the branch offices) of the Lessor for each day the vehicle cannot be used for the purposes of Lessor's activity.

## 4. PICKING UP AND DROPPING OFF THE LEASED VEHICLE:

The Lessee takes over the vehicle in perfect operating condition, with all legally prescribed equipment and other accessories (first aid kit, warning triangle and reflective emergency vest, spare wheel, basic tools, set of bulbs and other compulsory equipment), registered, insured, with original identification documents, photocopies of the homologation certificate and insurance policy; the originals of the latter are kept available at the Lessor's registered office.

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At the time of picking up the leased vehicle, the Lessee is obligated to promptly check on the vehicle, its accessories and documentation which he/she confirms by signing the hand-over minutes (check-out) which are an integral part of the present Lease Agreement. Later claims shall not be observed. The Lessee is responsible for the leased vehicle, its documentation and accessories.

Throughout the period of the Lease Agreement the vehicle remains inalienable property of the Lessor. The Lessee undertakes to return the leased vehicle in the same condition as it was at the time of being collected. The Lessee is obligated to return the leased vehicle on the day and at the time and place agreed upon in the present Lease Agreement. At the time of returning the leased vehicle, drop-off minutes (check-in) on the leased vehicle condition are drawn up and they represent an integral part of the present Lease Agreement. When using the "key box" service, the customer is liable for the vehicle until collection and inspection by Lessor's staff. The Lessee undertakes to return the leased vehicle in condition which takes account of normal vehicle use, without new damages, technically fault-free, properly maintained, with full tank, clean, free of objects belonging to third parties, and entirely prepared for normal use, with all relating equipment, accessories and documentation. If immediately at the time the leased vehicle is returned or on the basis of a technical inspection of the leased vehicle performed at the latest 5 (five) days following the date it has been returned, the Lessor considers that the condition of the returned leased vehicle (cleanliness, level of fuel, and the like) is not appropriate, and has the right to order necessary repairs and perform other actions at the expense of the Lessee in order to restore the leased vehicle to its original state. If the Lessee fails to hand over all received documents connected with the leased vehicle or the equipment thereof, to wit, accessories, he/she is under the obligation to meet the costs of the aforesaid. Vital parts of the vehicle are marked with manufacturer's numbers. Should the Lessor establish that any part is missing or is replaced, he/she has the right to debit the Lessee for all damage occurred.

## 5. LEASE PERIOD:

The minimum lease period is 24 hours. If the Lessee exceeds the agreed return time, the first 59 minutes are free of charge. After this, every additional hour will be charged at the daily price for unlimited kilometres. For prolongation of the present Lease Agreement the Lessee is obligated to inform the Lessor at least 24 hours in advance and get his/her approval. This can be done at any office of the company AVANT CAR d.o.o. in Slovenia.

In case the total destruction or misappropriation (theft) of the leased vehicle happens during the lease period, the present Lease Agreement prematurely terminates on the day of destruction or misappropriation of the leased vehicle, upon which the Lessee loses his right to possession of the vehicle.

In case the Lessee fails to prolong the present Lease Agreement or fails to return the leased vehicle in compliance with the provisions of the present Lease Agreement, the latter terminates on the day the Lessor is again in possession of the leased vehicle. In such a case, the Lessee expressly and unconditionally admits the Lessor's right to repossess the vehicle and authorises the Lessor in advance to repossess the vehicle.

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In case of establishment of the Lessor's proprietary rights in the leased vehicle as the aforesaid, the Lessee signs the minutes on the condition of the leased vehicle at the time of exercising the proprietary rights, thereby expressly and unconditionally recognising their contents. The aforesaid minutes are prepared by the Lessor.

Apart from the cases stated in this point of the General terms and conditions, the Lessee grants the Lessor the explicit and unconditional right to immediate repossession of a vehicle in cases of termination of the Lease Agreement regardless of the reason for such a termination, as well as in cases, when the repossession of the vehicle and rescission of the Lease Agreement are necessary for protection of Lessors' ownership right and his legal interests (e.g. use of vehicle against the Lease Agreement or purpose of use, reasonable suspicion of a fraudulent intent of the Lessee and other circumstances, which show that Lessor could endure immediate or considerable damage).

The Lessee is liable to the Lessor for all the costs of repossession of the vehicle, as well as all the estimated damages and loss of profit, which is calculated in the manner as described in point 2. of these general terms.

## 6. MILEAGE:

In the period of the vehicle lease, the mileage is read by means of the factory-installed and sealed odometer. Any activity of the Lessee interfering with the factory-installed odometer or dash board is forbidden. The Lessee undertakes that in case of a damaged seal, to wit, the odometer, he/she will inform respectively the nearest Lessor's office where he/ she will get all the necessary instructions. If he/she fails to do so, the Lessee shall pay to the Lessor for every day of the lease 300 km as per the price list in effect.

## 7. FUEL:

The lease price excludes fuel. The leased vehicle is delivered to the Lessee with full tank or full battery and must be returned to the Lessor in the same condition. If the tank / battery is not full, the Lessor may charge the Lessee not only for the missing fuel but for the costs of refuelling the tank or costs of battery charging as well, on the basis of the valid price list.

## 8. MAINTENANCE:

The Lessee undertakes to use the leased vehicle for normal use throughout the lease period and take care of its maintenance with due diligence and in accordance with the appropriate technical and other instructions, recommendations and good business practices and to inform the Lessor without undue delay of any eventual malfunction of the leased vehicle. Any conduct contrary to the aforementioned constitutes a breach of the contractual obligations by the Lessee. In case of damage on the leased vehicle or damage to the leased vehicle due to infringement of the provisions of the lease terms and conditions laid down in this Article the Lessee is obligated to provide compensation for all damage occurred.

## 9. BREAKDOWNS:

In case of a breakdown, the Lessee undertakes to notify without delay the Lessor thereof and the latter will give him/her further instructions on the basis of the information received. Repairs necessary on route shall be made by experts only. In case of replacement of any parts, original invoice for the spare parts needs to be presented. If repair works have not been executed in compliance with the method prescribed, the Lessor will not recognize the respective claim. Eventual damage arising from the non-observance of the Lessor's instructions and the present lease terms and conditions is an exclusive responsibility of the Lessee.

## 10. INSURANCE AND LIABILITY:

While using the leased vehicle, according to the provisions, terms and conditions of the present Lease Agreement, the Lessee is insured against liability of third parties. All Lessor's offers include basic insurance with deductible excess and liability Collision damage waiver (CDW) and Theft protection waiver (TPW) and Third-party liability protection (TPI). The Excess Liability is the maximum amount of driver's responsibility in case of damage to the rental vehicle made during rental period. CDW insurance does not cover damage on tires, windscreen, glass and undercarriage, damage or loss of car's documents/keys, all damage that occurs due to driver's negligence (wrong fuel, ...), or driving under the influence of drugs or/and alcohol. The insurance also doesn't cover alienation of the vehicle and/or destruction of the vehicle and its parts. The leased vehicle is insured only for the time of validity of the present Lease Agreement. After its expiry – unless the Lease Agreement is prolonged – the Lessor is not responsible for accidents or other damage to, misappropriation, to wit, destruction of the leased vehicle and parts thereof; all the aforementioned represent the Lessee's personal matters, therefore the Lessee is obligated to pay for eventual damage in full, the actual lease vehicle insurance notwithstanding. If the vehicle insurance for a destroyed or lost vehicle is insufficient to cover the total damage suffered by the Lessor, the Lessee is bound to recover all damage within 5 (five) days following the day of sending of Lessor's notice by e-mail to the e-mail address provided by the Lessee or within 5 (five) days as of the day of sending of the Lessor's notice by registered letter to the postal address provided by the Lessee located in Slovenia, or within 8 (eight) days as of the day of sending of the Lessor's notice by registered mail to the postal address provided by the Lessee located abroad. Before the actual rent, the Lessee can buy a liability (insurance) package from the Lessor, which lowers the liability and the deposit amount.

Regardless of whether the liability for damage to the leased vehicle has been bought in or not and notwithstanding his/her fault, the Lessee is fully liable:

- a.) for damage to the vehicle inside, as well as other damage to the vehicle and its equipment which are not covered by the insurance company;
- b.) for damages or wear of the coupling, overheating of the brake disks, destruction of the warning siren or car horn or causing an imbalance in the optics of the chassis;
- b.) if at the time damage occurred, he/she was under the influence of alcohol, drugs, other narcotics or medicines, to wit, other psycho-active substances for which it is known that after their consumption, it is recommended not to or forbidden to drive;

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- c.) for any damage caused intentionally or due to negligence;
- d.) for any damage caused by a driver not holding a valid driver's license when the damage occurs;
- e.) for any damage caused as a hit-and-run driver, his/her being at fault notwithstanding;
- f.) for any damage arising from the leased vehicle use which is contrary to the provisions stated in Article 2 of the present lease terms and conditions;
- g.) for damage which has occurred in the areas or countries excluded from the vehicle insurance (crisis-hit areas, war or potential war zones and the like);
- h.) for damage in other cases which is not covered by the insurance company or damage exceeding the insurance cover limit, and the like the Lessee's being at fault notwithstanding; and
- i.) in case of an unsuccessful lawsuit against third parties and also for all damage, costs and fees.

The Lessee is also responsible to the Lessor for the damage which has been caused by a third party during the period he/ she has to bear risks in connection with the leased vehicle, to wit, its use, being at fault notwithstanding, and taking into consideration the aforementioned provisions. Furthermore, the Lessee covers in full all compensation claims of third parties which are not covered by the insurance company.

## 11. OBLIGATION OF THE LESSEE IN CASE OF A TRAFFIC ACCIDENT:

In case of damage, destruction, seizure or theft of the leased vehicle occur or the leased vehicle is involved in any accident which could initiate litigation between the Lessor and the Lessee or between the Lessor and third parties, the Lessee is obligated to notify immediately the Lessor thereon. Furthermore, the Lessee is obligated to forthwith notify a theft, an accident, to wit, damage occurred to the police.

The Lessee undertakes to protect the interests of the Lessor and their insurance company in case of a traffic or any other accident, to wit, damage caused by the leased vehicle, by:

- a.) putting down the names and addresses of all the participants and witnesses involved, and the registration plates of the vehicles involved;
- b.) not abandoning the damaged vehicle until the vehicle has been secured and removed from the scene of the accident;
- c.) not admitting to be at fault to third parties;
- d.) calling the police immediately at all events, informing them of the accident, waiting for them and for an appropriate official accident record to be drawn up, obtaining a copy thereof and giving first aid to the injured, if any, and
- e.) completing thoroughly a European accident report, making a sketch of the accident and giving his/her statement, which he/she will submit to the Lessor without delay.

In case of damage occurrence, notwithstanding whether the leased vehicle is partly or totally damaged, to wit, misappropriated, the Lessee is obligated to preserve evidence of the event and obtain documentation thereof; this documentation is necessary to file a compensation claim. If the Lessee fails to act in compliance with the present Article, he/she is liable to payment to the Lessor who may require the Lessee to repay the assessed damages and loss of profit, calculated in the manner as described in point 2. of these general terms.



## 12. LOSS OF PROPERTY:

The Lessor is not responsible for the Lessee's property or the property of another person that the Lessee has left in or on the leased vehicle, in an eventual substitute vehicle or at the premises of the Lessor. The Lessee is liable for the loss of the property, as well as for the damage and / or destruction to the property, mentioned in the previous sentence and has no claims for payment of damages or other claims arising therefrom towards the Lessor. The Lessee has full responsibility for any eventual loss of the Lessor's property received in connection with the present Lease Agreement, such as vehicle keys, documents and the like. In case such a loss of any of the above occurs and the Lessor provides the Lessee a new copy/duplicate of the lost object during the lease period, all costs thereof are exclusively borne by the Lessee, including delivery costs as to the Lessor's price list in force.

## 13. OBSERVATION OF TRAFFIC REGULATIONS:

The Lessee is responsible and undertakes all the obligations arising from non-observance of traffic regulations, improper parking or other infringement of regulations while using the leased vehicle. The Lessee is also responsible and undertakes all the obligations for all the damage occurred. All eventual mandatory fines or other fines brought about by, to wit, given to the Lessee (or the vehicle user/driver) during the lease period, shall be paid by the Lessee and/or directly debited to the Lessee. The said responsibility of the Lessee lasts even after the termination of the present Lease Agreement if fines, to wit, damage, arise from the time the Lessee had the leased vehicle (during the renting period). In this case, when the Lessor is obligated to forward the Lessee's data to the authorities (police or municipal security), the Lessor may also charge the Lessee with the fine handling fee according to the valid tariff.

## 14. TRAVELLING ABROAD:

In case the leased vehicle remains abroad overnight the Lessee is obligated to park it in a hotel or other protected garage.

## 15. THEFT AND FIRE:

The Lessee shall not leave the leased vehicle unlocked and shall pay special attention to eventual sources of fire. In case of a theft or fire the Lessee shall follow the same procedure as defined in point 10. for the damage case.

## 16. PAYMENTS, DELAYS, GUARANTEES, COSTS:

The Lessee undertakes to pay the charged amount at the time of making the reservation, at the pick-up or within the agreed period of time (legal entity with a contract of cooperation). In case the Lessee fails to do so, they may lose the right to an eventual discount they might have previously had; moreover, the statutory default interests are added.



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The Lessee is obliged to pay the full amount of the lease for the agreed lease period. If the Lessee returns the vehicle early after taking possession of it, or if the Lessee does not use the vehicle for the entire lease period, or if the Lessee is unable to use the vehicle for reasons other than the Lessor's wilful misconduct or negligence, the Lessee shall not be entitled to reimbursement of the rental fee or any part thereof.

From the payments collected after the agreed-upon period, first eventual costs of the collection and default interests are settled and only then unpaid lease fees, costs and damages.

To secure his/her obligations and liabilities, the Lessee permits commitment of sources on his/her credit card for the benefit of the Lessor, whereby following the lease termination the Lessor can reimburse the charged amount either partly or in full from the reserved sources.

The Lessee is responsible for all damage, arising from the rental or due to noncomplying to the terms of the Lease Agreement and present terms and conditions, and for all costs such as all losses, expenses, duties, taxes and other costs, in particular expenses for court and out-of-court exercising of rights without a lawsuit, expenses for an attorney, insurance, eventual seizure of an individual or all vehicles, as well as all damage which has been caused as direct or indirect consequence of the delay.

The Lessor may require the Lessee to pay all damage, compensation or eventual lost profit if the Lessee either fails to take any measures or sufficient enough measures in order to eliminate legal, technical or economic unserviceableness of the leased vehicle or if the use of the leased vehicle has been reduced.

In case of established new damage or traffic offence by the Lessee, the Lessor may charge the Lessee with administrative costs of processing such cases in accordance with the valid price list.

## **17. CHANGES OF LEASE AGREEMENT AND GENERAL TERMS AND CONDITIONS OF LEASE:**

Throughout the lease period it is not permissible nor possible to change any provision or term, either in the Lease Agreement or in the general terms and conditions.

## **18. RIGHT TO REJECT A POTENTIAL LESSEE:**

By exercising due diligence and in order to protect his business interests, the Lessor may at any time before signing the Lease Agreement, without providing any reasons, refuse the potential Lessee and not issue the vehicle to him, even though the reservation of the vehicle might have been previously already confirmed.

## 19. VEHICLE SEIZURE FEE:

In case of seizure of the vehicle by the authorities during the rental period of the vehicle, at the will and/or fault and/ or negligence of the Lessee, the Lessee is obliged to pay the vehicle seizure fee in accordance with the valid price list of the Lessor as well as any loss of profit, which will be charged at the amount of daily rental price in accordance with the regular price list (REG price list in the branch offices) of the Lessor for each day the vehicle cannot be used.

## 20. NO RIGHT OF WITHDRAWAL

The Lessee can sign the rental agreement on the Lessor's premises, or, in exceptional cases, off the Lessor's premises (signature at the vehicle pick-up location). In neither case does the lessee have the right to withdraw from the contract (exception to the right of withdrawal under the Consumer Protection Act (Official Gazette of the RS, no. 130/22 with changes; ZVPot-1).

## 21. COMPLAINTS PROCEDURE AND OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES

The Lessor shall comply with the applicable consumer protection legislation and shall use its best endeavours to comply with its obligation to establish an effective complaints handling system. Complaints may be submitted via e-mail to [avantcar@avantcar.si](mailto:avantcar@avantcar.si) or in writing to AVANT CAR d.o.o., Dunajska cesta 140, 1000 Ljubljana. The complaint handling procedure is confidential. If the Lessor does not uphold the Lessee's complaint, the Lessor shall inform the Lessee of the reasons for rejecting the complaint and of the possibilities for further resolution of the dispute.

The Lessor does not explicitly recognise any out-of-court dispute resolution provider (IRPS) with which the Lessor-lessee (consumer) could resolve disputes through the European Online Consumer Dispute Resolution platform. In accordance with the Act on Out-of-Court Settlement of Consumer Disputes (Official Gazette of the RS, No. 81/15; ZIsRPS), the Lessor publishes an electronic link to the European Online Consumer Dispute Resolution Platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.

## 22. DATA PROTECTION:

By signing the present Lease Agreement, the Lessee is acquainted with and agrees that the Lessor may:

- a.) for purposes of performance of Lease Agreement use the Lessee's personal data in order to fulfil their contractual obligations and to exercise their rights under the contractual relationship;
- b.) submit the Lessee's data if necessary to the insurance company, the guarantor, the appropriate authorities and the court;
- c.) in compliance with its legal obligation keep the data obtained from the Lessee even after the termination of the Lease Agreement for 5 (five) years with some data being kept for a period of 10 (ten) years, due to legislative demands (invoice).

## 23. FINAL PROVISIONS:

All disputes arising in connection with the provisions of the present Lease Agreement, to wit, lease terms and conditions will be resolved by the Court of law in Ljubljana having subject matter jurisdiction. Any disputes in connection with the responsibility for liabilities under the present Lease Agreement and lease terms and conditions which may occur between the Lessee as a natural person, to wit, an authorised person of the Lessee as a legal entity and all of the drivers, are exclusively disputes between the said clients and in no way affect exercise of the Lessor's rights towards the said persons (several liability of the said persons for obligations under the present Lease Agreement and lease terms and conditions) since the Lessee as a signatory of the present Lease Agreement guarantees that all the said persons are acquainted with the provisions of these terms.

These terms are drafted in both Slovene and English language, each version being equally authentic.

These terms are valid and in use throughout the entire duration of a rental agreement, which is concluded during the validity of these terms.

Lessor:  
AVANT CAR, poslovni inženiring, d.o.o.

Customer's Signature:

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